BESCOM/2024-25/EL/WORK_INDENT280

SECTION – V

(VOLUME –1)

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

CONTENTS

Cl. No.	Description
1.0	Project description
2.0	Scope of Proposal
3.0	Bill of Materials and Supervisory Services
4.0	Qualifying Requirements of Bidders
5.0	Duties and Power of the Engineer and Engineer's Representatives
6.0	Basis of Evaluation
7.0	Procedure for Evaluation of Technical Bids
8.0	Terms of Payment
9.0	Taking over
10.0	Work Schedule
11.0	Indemnity Bond
12.0	Contract Price Adjustment
13.0	Penalty for Delay in Completion
14.0	Storage cum Erection Insurance
15.0	Guarantees and Liquidated Damages for Non-Performance
16.0	Pre Commissioning Tests and Taking Over
17.0	Certificate regarding acceptance of Important Conditions
18.0	Power, Water & Communication
19.0	Land For Contractor’s Office, Store, Workshop Etc.
20.0	Progress Reports
21.0	First Aid
22.0	Approval From Several Authorities Under Statute
23.0	General information
24.0	Quantity variation
25.0	Testing and Inspection

SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1.0 PROJECT DESCRIPTION:

1.1 This Project envisages the work of Replacement of existing HT/LT overhead bare conductors by HT covered conductor and LT AB Cable in densely populated areas with smaller width roads and other hazardous locations on item wise fixed price Rate Contract in Doddaballapura Rural Sub Division Jurisdiction of Nelamanagala Division of Bangalore Rural Circle, BESCOM for a period of One Year under Total Turnkey Basis.

1.2 The Bidder shall quote for complete scope of work specified in the tender.

1.3 “Owner” shall mean Bangalore Electricity Supply Company Limited (BESCOM) For the purpose of execution of the Contract, the contractual activities on the part of the ‘Owner’, wherever context requires so, shall be performed by BESCOM.

1.4 Wherever reference to BESCOM is made in the bidding documents, Contract/Notification/Letter of Award (in the event of Award of Contract) or any related papers/documents, it shall be deemed to be “for Bangalore Electricity Supply Company Limited” only.

1.5 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the provisions of Bidding Documents. Any discrepancy between Specifications and the catalogues of the Bid will not be considered.

1.6 The contents of Bidding Documents are as indicated under Clause 4.0, Section IFB, Conditions of Contract, Volume-I of Bidding Documents. The requirements, conditions, appendices etc., stated in Conditions of Contract (Volume-I), Bid Proposal Sheets (Volume-II), Technical Specifications and drawings (Volume-III) and shall be considered as part of this section as if bound together. In case of any discrepancy between the provisions of this Section and other volumes of the Bidding Documents, the provisions of this section shall prevail.

1.7 The respective rights of the Owner and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Owner and the Contractor for the respective packages.

2.0 SCOPE OF PROPOSAL:

2.1 The detailed scope of work covered under the package is specified in the clause 1.4 of Section IFB.

2.2 **Contractor's Scope of Works:**

The Scope of the work under this tender is Replacement of existing HT/LT overhead bare conductors by HT covered conductor and LT AB Cable in densely populated areas with smaller width roads and other hazardous locations on item wise fixed price Rate Contract in Doddaballapura Rural Sub Division Jurisdiction of Nelamanagala Division of Bangalore Rural Circle, BESCOM for a period of One Year under Total Turnkey Basis which includes Design, Engineering, Manufacturing, Testing, Supply on FOR Destination to Site basis, Transportation, Insurance, Storage, Handling and moving into the final position, Erection, Testing at Site and Commissioning including Civil works.

Information required along with the Bids:

a) The bidder must clearly indicate the sources of equipment’s/ materials, man power facilities, Tools and Tackles etc., under the scope of the contract in the Techno-commercial sheet.

2.3 **Drawing & Annexures:**

a) All Drawings & Annexures appended to this Bidding Document shall form part of the Technical Specification and supplement the requirements specified.

b) The Technical Specification shall be read and construed in conjunction with the Drawings and the Annexures to determine the Scope of Work and Terminal points. The successful Bidder shall not take up manufacturing of any equipment’s / materials and go ahead with the execution of works unless the drawings & GTP’s are approved. In case there is any discrepancy between the specification and approved drawings, the same shall be brought to the notice of the BESCOM within 15 days.

c) The Quantities shown on Drawings and Annexures are tentative for bidding purpose only.

2.4 **Site Location and Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all Local Conditions and factors which may have any effect on the Supply & erection and Services covered under these Documents and Specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any Bid that is submitted. No Claim for Financial adjustments to the Contract Awarded under these Specifications and Documents will be entertained by the BESCOM. Neither change in the time Schedule of the Contract nor any Financial adjustments arising thereof shall be permitted by the BESCOM, which are based on incorrect information or its effect on the Contract to the Bidder.

The Equipment shall be packed for Transportation so as to meet the Space and Weight limitation of Transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional Consignment/Package shall be obtained by the Contractor before starting Manufacture of such Equipment.

2.5 The Requirements, Conditions, Appendices etc., stated in various sections of Volume-I, Volume-II and Volume-III shall be considered as part of this Section as if bound together. In case of any discrepancy between the provisions of this Section and other Sections, the provisions of this Section shall prevail.

2.6 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the Bid Documents. The Bids shall, as far as possible, be according to the Specifications. However, Minor deviations, if any, shall be clearly brought out in the respective Schedules of Deviations. Any discrepancy between the Specification and the Catalogues of the Bid, if not clearly brought out in the Schedule, will not be considered as valid Deviation.

3.0 BILL OF MATERIALS AND SUPERVISORY SERVICES:

3.1 List of Materials to be supplied by the Contractor is furnished in the Techno commercial sheet / Price Sheet, Volume-III

3.2 **Services:**

The Bidder shall quote his charges payable for providing Services for Erection, Testing, Commissioning and Civil Works etc, in percentage

above or below or equal to the individual Schedule of material / labour charge rate on each item for the said work in the e-procurement portal of the respective enquiry Price Schedule. These shall be inclusive of all Taxes, charges and incidentals.

4.0 QUALIFYING REQUIREMENTS OF BIDDERS:

The Qualifying Requirements are enumerated in Section-I, Invitation for Bid –IFB, Volume-I.

5.0 DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

5. 1 The Duties of the Engineer are to supervise the Work of the Contractor and issue Suitable directions if needed. The scope of the Duties of the Engineer, pursuant to the Contract will include but not limited to the following:

a) Interpretation of all the Terms and Conditions of these Specifications and Documents.

b) Review the Quality of Work at all the stages of Project implementation.

c) Witness, or authorize his Representative to witness, Tests and Trial either at the Manufacturer's Work or at Site or at any place where the Work is performed under the Contract.

d) Inspect, accept or reject any Equipment Material and Work under the Contract.

d) Review and interpretation of all the Contractor's Drawings, Engineering Data etc.

e) Issue Certificate of acceptance and/or progressive Payment and final Payment Certificates.

f) Review and suggest Modifications and improvements in Completion Schedule from time to time.

g) Review the Quality of Work at all the stages of Project implementation.

5.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the Owner shall have at all the reasonable times, access to the Contractor's premises or Works and shall have the power to inspect and examine the Materials and Workmanship of the Works during its Manufacture or Erection and if part of the Works is being Manufactured or assembled at other premises or Works, the

Contractor shall obtain for the Engineer and for his duly authorized Representative, permission to inspect, as if the Materials /Equipments are Manufactured or assembled on the Contractor's premises or Works. On Completion of the Erection of the Equipments and before commissioning each item, the Equipments shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of Installation so that the Equipments are ready for pre-Commissioning Tests to be performed. The Contractor's Commissioning Engineers shall be responsible for carrying out all the pre-Commissioning Tests of the various Equipments/Materials installed in the LT Distribution system.

5.3 The following actions are however subject to approval of the Owner:

a) Determining extension of time.

b) Issuing a Variation Order except:

i.) In an emergency situation as reasonably determined by the Engineer.

ii.) If such variation Order would increase the Contract Price.

5.4 The Engineer's Representatives are responsible to the Engineer and their Duties are to watch and supervise the Works, to Test and examine any Materials to be used or Workmanship employed in connection with the Works. He has no authority to relieve the Contractor of any of the Duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract, to Order any Work involving delay or any extra Payment nor to make any variations of/or in the Works.

5.5 The Engineer may, from time to time, delegate in writing to the Engineer's Representative any of the Powers, Authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of Powers and Authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Owner as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's Representatives to disapprove any Work or Materials shall not prejudice the Power of the Engineer thereafter to disapprove such Work or Materials and to Order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

6.0 BASIS OF EVALUATION:

The Bidders shall quote only the percentage above or below or equal to the individual Schedule of material / labour charge for the said work, including cost of all the material/Equipments identified under Contractor's scope of supply and services mentioned. The offer will be considered as "incomplete" and the bid will be liable for rejection at the discretion of the BESCOM, if all the material/equipments identified under Contractor's scope of supply and services are not offered.

While awarding the Contract to the successful agency, the approved percentage above or below or equal to the Schedule of material / labour rate, will be uniformly applied on the Schedule of material / labour rates (as stated in Clause 1.5 (iii) & (iv) of Section IFB) of all the individual materials/labour items under the scope of the award to arrive the unit FORD price of individual materials/items and based on these item wise prices, the individual work awards / orders will be issued by the concerned C, O&M Executive Engineers. However, the total cost of the item wise price contract is awarded at the approved percentage.

7.0 Procedure for Evaluation of Technical Bid:

7.1 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
2. Financial Capability of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
3. Bid Security/EMD shall have been paid as per Clause 4.0, Section - 1, Invitation for Bid- IFB & Clause 19.0 Section-II, Instructions to Bidder-ITB, Volume-I.
4. Completion Period shall be as specified in the Bid.
5. Technical Particulars of all the Equipments/ Materials shall be complying with the provisions of Technical Specifications Volume-II.
6. Bid shall be submitted for the entire Scope of Package.

7. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 17 of Section-V, Special Conditions of Contract- SCC, Volume-I.

8.0 TERMS OF PAYMENT:

8.1 The payment to the Contractor under the contract will be made by the Owner in line with Clause 34.0, Section GCC, Vol.-I and as per the guidelines and conditions specified hereunder.

8.2 The Contractor shall submit an application /Bill in quadruplicate (4 copies) to the Engineer-in-charge in prescribed form approved by the Engineer, only when all the works pertaining to each work order is completed in all respects and is commissioned. Payment will be made against item wise measurements as per actual at the approved prices of Purchase order/contract order.

8.3 The payments to Contractor are subject to recoveries, which are due from the Contractor.

8.4 The authorized representatives of the Engineer-in-charge and the Contractor shall jointly take the measurements. The representative of the Engineer-in-charge will give a week's notice to the Contractor of his intention to record the measurement immediately on report of completion of all works by the Contractor and if the Contractors' representative fails to join the Engineer-in-charge representative, the latter may proceed with the measurements by himself and the Contractor shall have to accept these measurements as correct and binding on him.

8.5 On the basis of the these joint measurements, payment will be made to the Contractor by the Engineer-in-charge according to the procedure prevalent in the BESCOM and as far as possible within 30 days after submission of the bills after recording the measurements as stated above.

8.6 Payment will be made at the accepted rates for all works done according to the specifications and measurements and after commissioning the same. However where approval of the Inspectorate authorities is required under statute, payment shall be made only after such approval and after the feeder is duly charged.

8.7 100% payment including tax will be paid by the concerned Division after the completion and commissioning of works in all respects and certificate issued by the Section Officer, Sub-Divisional Engineer (Ele) and counter signed by the Executive Engineer (Ele) of the concerned Division to that effect and passing of bills as below:

i. Certificate recorded by the Contractor that the Materials/Equipment's are received as per the Terms and Conditions of the DWA placed and Agreement entered into by the firm with BESCOM.

ii. Certificate recorded by the Asst. Engineer (Ele) of the O&M Section, designated as "**Site Engineer or Engineer in charge of Work**" to the effect that the Materials/Equipment's are actually received in the Store of the Contractor or at Site as per the Terms and Conditions of the DWA placed for Materials and Agreement entered into by him with BESCOM.

iii. Certificate by the Asst. Executive Engineer (Ele), who is the Sub-Divisional Officer to the effect of the receipt of Materials/Equipment's.

iv. Countersignature of the Executive Engineer (Ele) who is the Divisional Officer under whose jurisdiction the Contract is being executed.

8.8 All materials and work for which payment is made in part or full shall become the sole property of BESCOM, but this provision shall not relieve the Contractor of his responsibility for the care and protection of the materials and works at his own cost and his liability to make good the damage if any unless and until the whole work is deemed to have been completed and commissioned and handed over to the BESCOM, in accordance with the terms and conditions of the Contract.

8.9 MODE OF PAYMENT

Payments shall be made promptly by the Owner after receipt of Contractor's invoice complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

All invoices under the Contract shall be raised by the Contractor on BESCOM and all payments shall be made to the Contractor by BESCOM.

9.0 TAKING OVER:

Upon successful Completion of all the Tests to be performed at Site on Equipments erected by the Contractor, the Engineer shall issue to the Contractor a "**Taking over Certificate**" as a proof of the final acceptance of the Equipment. Such Certificates shall not reasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Equipment. Such Certificates shall not relieve the Contractor of any of his obligations, which otherwise survive by the Terms and Conditions of the Contract after issuance of such Certificate.

10.0 WORK SCHEDULE:

10.1 The Contractor shall execute the Works on **Total Turn Key Basis** which involves broadly the supply, transportation to works site, assembly, erection, testing and commissioning and returning the released materials to the respective C,O&M Divisional store.

10.2 The details of equipment to be supplied, transported, assembled, erected, tested and commissioned are indicated in Schedule of Works.

10.3 The quantities and details of Works to be executed will be intimated by the Divisional Engineer while issuing the Work awards against this Contract.

10.4 It is suggested that before finalizing the orders for purchase /manufacture of materials the Contractor undertakes to survey the works to be carried out and makes a reliable estimate of the actual quantity of each material required for the intended works. The Engineer-in-charge shall arrange to facilitate the Contractor by furnishing the details of the works and route profile etc., as may be required for the purpose, including deputing the BESCOM officers to the extent deemed necessary by him. However delay if any in this regard shall not constitute a valid ground for delay in completion of works.

10.5 Any other items of work not specifically mentioned, but which are essentially required for satisfactory performance & completeness of these works, shall be deemed to be included in the scope of works and

the same shall be executed / carried out by the Contractor to the BESCOM.

10.6 The Contractor shall provide at his own cost, all labour, materials and instruments that may be required for carrying out the works strictly according to drawings and specifications and as per instructions issued to him by the Engineer-in-charge during the execution of the work.

10.7 The whole of the works together with any temporary works associated therewith shall be carried out by the Contractor in a satisfactory and workmanship like manner with the materials and workmanship as specified to the entire satisfaction of the Engineer-in-charge, and in such a manner as the Engineer-in-charge may direct. The Contractor shall attend to and carryout without any delay all orders and instructions which the Engineer-in-charge may issue from time to time.

10.8 The whole of the works shall be executed in strict conformity with the Contract documents and such explanatory, detailed or modified drawings and directions as may be furnished from time to time by the Engineer-in-charge for the guidance of the Contractor.

10.9 The Bidder shall include in his proposal his programme for supplying and erecting the materials as per the contract order. The programme shall be in the form of a bar chart/master network identifying key phases in various areas of total work like procurement of raw material/bought out items/components, manufacturing, type testing, supply of materials and field activities such as erection, stringing etc. and testing & commissioning of the Aerial bunched as per the conditions stipulated in the contract order.

11.0 INDEMNITY BOND:

11.1 It will be the responsibility of the Contractor to take Delivery, Unload and Store all the **Material/Equipments**. The Contractor shall execute an Indemnity Bond as per the Proforma enclosed in the Section Annexures in favour of the BESCOM against Loss, Damage and any Risks involved for the full value of these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the Scheduled Date of Testing, Commissioning and handing over of the Work to the Engineer.

12.0 CONTRACT PRICE ADJUSTMENT:

In accordance with Clause 14.0 of Section –II, Instruction to Bidder-ITB, Volume-I and Clause 33.0 of Section –III, General Conditions of Contract-GCC, Volume-I.

13.0 PENALTY FOR DELAY IN COMPLETION:

13.1 The Bidder shall clearly note that time is the essence of the Contract and the execution of individual work awards/Contract shall be completed within the Time frame specified in the **individual award/order and the** Time frame specified in the Clause No.10.1 Supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the works, within the time fixed under the Contract or any extension thereof granted by the BESCOM by way of Amendment to the individual work awards / Notification of Award/ Contract Agreement, the Contractor shall pay to the BESCOM, as Penalty.

13.2 The penalty shall be ½ % per week of delay or part thereof on the portion of the individual work award which is not completed for beneficial use within the time stipulated in relevant clause of the contract, subject to a maximum of 10% on the individual work award cost.

13.3 The total amount of **Penalty** for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract Price & the BESCOM has got every right to terminate the Contract without any liability if it crosses 10%.

13.4 In case the successful bidder fails to execute the works as per the program, the works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies/works executed through other agencies at the risk and cost of the turnkey agencies, this is in addition to the right of the BESCOM to recover any damage from the contractor and also blacklisting

14.0 STORAGE CUM ERECTION INSURANCE:

14.1 All the Equipment and Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of Erection, Testing and Commissioning at Site and taking over of the project by the BESCOM in accordance with the Contract.

14.2 Further all the Equipment and Materials being supplied by the BESCOM for the Erection as per Technical Specification shall be kept insured by the Contractor against any Loss, Damage, Pilferage, Theft, Fire etc. from the time of Unloading up to the time of Taking Over by the BESCOM including Handling, Transportation, Storage, Erection, Testing and Commissioning etc. The premium to be paid to the Insurance Company by the Contractor for such Insurance shall be included in the total Bid Price.

14.3 It will be the responsibility of the Contractor to Lodge, Pursue and Settle Claims with the Insurance Company in case of any Damage, Loss, Theft, Pilferage or Fire and the BESCOM shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, Damage etc. in the execution of the Contract to any Equipment/ Material either supplied by the Contractor or issued to the Contractor by BESCOM irrespective of the time or amount of receipt of Insurance Claim. Any loss in this regard shall be to the Contractor's account.

15.0 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE OF THE EQUIPMENT’s:

15.1 The Bidder shall guarantee for the equipment’s/materials supplied as per the clause 15 of GCC.

15.2 The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification of equipment or indicated in Data requirement.

15.3 If the equipment’s/materials are not met IS/IEC standard at factory tests, then Owner will reject the equipment’s/materials and the agency shall offer for re-inspection by paying the re-inspection charges as notified by the owner.

15.4 The guaranteed loss at rated voltage for each equipment/item shall be corrected in accordance with latest IS for the purpose of comparison of guaranteed losses with measured losses for levy of liquidated damages. However, the equipment under no circumstances shall be accepted if the measured losses are more than (+)15 percent of the guaranteed losses at rated voltage quoted by the Bidder.

15.5 The amount of liquidated damages so recoverable shall be without any ceiling and shall not prejudice the Contractor's other liabilities under the Contract in any manner. The liquidated damages for shortfall in

guaranteed parameters and for delay in completion are independent of each other and shall be applicable separately and concurrently.

15.6 The following procedure to be adopted in the Total Turnkey tenders:

a) A minimum guarantee of 12 months from the date of commissioning for the all the materials like Transformers, RMUs, UG Cable, Any insulated Aluminium / Copper conductor, Optical Fiber, Insulators, GOS etc shall be provided. The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his vendors.

b) The sample shall be selected in each lot at random by authorized BESCOM officer/ Official in presence of the authorized representative of agency. This randomly selected samples shall be properly sealed with the signature of both the parties affixed on the sample and shall be sent to M/s.CPRI /Govt approved Laboratories for conducting Type Tests as prescribed by IS/IEC/BESCOM Specification.

c) If the randomly selected sample fails in any of the tests prescribed, the entire lot will be rejected and firm has to replace the entire lot at his own cost.

d) Even the replaced lot will be subjected to testing as above, once the tests of samples are passed then only the lot will be accepted.

e) The cost of type test will be borne by agency.

16.0 PRE-COMMISSIONING TESTS AND TAKING OVER:

16.1 <u>Pre-Commissioning Tests:</u>

On Completion of Stringing of the Covered Conductor & LT AB Cable and its accessories and before Charging each item shall be thoroughly cleaned and then inspected jointly by the Owner or his duly authorized Representative and the Contractor for correctness and Completeness of Installation and acceptability for Charging leading to initial Pre - Commissioning. The Contractor's Commissioning Engineers, specifically identified as far as possible, shall be responsible for carrying out all the Pre-Commissioning checks. On Completion of inspection, checking and after the Pre-Commissioning Tests are

satisfactorily over, the Complete Covered Conductor & LT AB Cable shall be ready for Charging.

During the Pre-Commissioning checks, the Operations shall be under the supervision of the Contractor, but the Schedule of Operations shall be agreed to by the Owner and the Contractor. During the Tests, the safety of the Covered Conductor & LT AB Cable Materials etc., is the responsibility of the Contractor. During the pre-Commissioning, Commissioning and Performance Guarantee Tests, the Operations will be under the supervision of the Contractor, if the Tests are being carried out by him. All aspects of the Tests shall be agreed to by the Owner and the Contractor The safety of the Equipment shall be the responsibility of the Contractor.

16.2 Rejection:

16.2.1 The BESCOM will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the General Conditions of Contract shall immediately become applicable:

a) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.

b) Material/Equipment fails on any Test indicated in the Technical Specification.

16.2.2 The BESCOM reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, at no extra Cost to the BESCOM, the defective Material by a new Material. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the BESCOM at no extra Cost to the BESCOM. **Till the equipments are replaced, the performance bank guarantee will not be released by the owner.**

16.3 TAKING OVER:

As per clause 31.0 of GCC

17.0 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

17.1 It is brought to the specific Notice of the Bidders that they are not permitted to take any deviations whatsoever to the following Conditions:

a) **Terms of Payment:**

Clause 34.0 of Section–III, General Conditions of Contract-GCC, Volume-I and Clause 8.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**

Clause 4 Section –I, Information For Bidder-IFB & Clause 19 Section –II, Instruction to Bidder-ITB, Volume-I

c) **Contract Performance Guarantee.**

Clause 36.0, Section––II, Instruction to Bidder-ITB, Volume-I

d) **Liquidated Damages for Delay.**

Clause 14.0 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**

Clause 12.0 & 14.0, Section–II, Instruction to Bidder-ITB, Volume-I

f) **Guarantee.**

Clause 15.0 Section–III, General Conditions of Contract-GCC, Volume-I

g) **Work Schedule.**

Clause 10.0 Section –V, Special Conditions of Contract-SCC, Volume-I.

h) **Taxes and Duties:** Clause 13.0 Section–II, Instruction to Bidder-ITB, Volume-I.

17.2 Bidders shall be required to furnish a Certificate in Format enclosed at **Annexure** for acceptance of Important Conditions mentioned in 17.1 above in a separate envelope containing Bid Security.

18.0 POWER, WATER & COMMUNICATION

The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction/erection of transmission line at his own cost.

19.0 LAND FOR CONTRACTOR’s OFFICE, STORE, WORKSHOP ETC.

The Contractor shall make his own arrangement for land for construction of his field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc. as required for execution of the Contract at his own cost.

20.0 PROGRESS REPORTS

As per clause 30.0 of GCC

21.0 FIRST AID

To deal with emergency/accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

22.0 APPROVAL FROM SEVERAL AUTHORITIES UNDER STATUTE

Approval for the forest clearance, Railway crossings, Electrical Inspectorate, Telecom etc., shall be obtained various Authorities under statute and owner will coordinate for obtaining the necessary approvals and the necessary charges for the above are to be paid by the Contractor.

23.0 GENERAL INFORMATION:

23.1 The requirements stated in and Schedule/ Annexures appended to the Conditions of Contract, Bid Proposal Sheets, Technical Specifications and Exhibits/ Enclosures shall apply to and shall be considered as a part of this Section as if bound together

23.2 The Design and Workmanship shall be in accordance with best Engineering Practices to ensure Satisfactory Performance throughout the service life of the Equipment.

23.3 In case of discrepancy between the Conditions specified in General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

24.0 Quantity variation:

As per clause 24 of GCC

25.0 Inspection:

25.1 All equipment/materials shall be submitted for inspection to the Representative of BESCOM. Inspection may be made at any stage of manufacture, dispatch or at site or at these places at the option of the

Representative of BESCOM and the equipment dispatched/about to be dispatched, if found unsatisfactory as to workmanship or quality, the same is liable to be rejected. The successful Bidder /Contractor shall grant free access to the places of manufacture to the authorized representative of the Engineer-in-charge at all times when the works related to the manufacture are in progress.

25.2 Inspection and acceptance of any equipment/ materials under the specifications by the authorized representative of BESCOM shall not relieve the Contractor of his obligations of furnishing/supplying the equipment in accordance with the specifications.

25.3 All equipment/materials being supplied by the Contractor shall conform to the Type tests and shall be subject to Routine tests in accordance with relevant standards.

25.4 Routine tests shall be witnessed at the manufacturer's premises in respect of the above materials by the representative of BESCOM.

25.5 The Contractor shall issue at least 7 days clear notice of routine tests to be conducted with details of time, place and venue to facilitate the representative of the Engineer to witness and certify such tests.

25.6 The BESCOM reserves the right to select samples at random from the supplies made by the firm which are already inspected at the factory premises and get it tested at CPRI / NABL accredited laboratories at BESCOM cost if the selected sample passed in all the tests or else at the Firm’s cost if the selected sample fails in any of the tests.

25.7 The BESCOM reserves the right of getting any field test conducted on completely assembled equipment at site.

25.8 The Contractor is fully responsible for the Equipment / Material until the same is handed over to the BESCOM in an operating condition after commissioning. The Contractor is responsible for the proper maintenance of equipment/material as well as protection of the same against theft, elements of nature, damages etc., while in his custody as well as after erection until the same is taken over by the BESCOM under due acknowledgment in writing.

25.9 The entire works to be executed under this contract will be in stages & requires obtaining Line Clear Permits from the Engineer-in-charges representative or his subordinate before taking up the works by the Contractor. As such the Contractor shall take all mandatory safety precautions for executing the works & shall obtain line clear permits

with the Operational Authorities of the area prior to commencement of works on daily basis.

25.10 Line clearance requisitions in respect of transformer centers / LT / HT lines shall be submitted well in advance so that the jurisdictional engineer can arrange for issuance of press notification to intimate the consumers.

-S/d-

Chief General Manager, (Ele),

Procurement, BESCOM

“END OF SECTION –V : SCC”